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5 US DISTRICT COURT
6 SOUTHERN DISTRICT OF TEXAS-HOUSTON
7

8
9 Charis L. Kelley,
10 Plaintiff,

11 vs.

12 Trans Union LLC, Experian Information
13 Solution LLC, Equifax Information Services
14 LLC, Firstsource Advantage, LLC, Cavalry
15 Investments LLC, Direct Financial
16 Solution, Cavalry Portfolio Services,
17 Encore Receivable Management Inc, Collect
18 America LTD, Professional Bureau of
19 Collections Inc, Drive Financial Services
20 LP, NCO Financial Systems Inc, Credco IMS
21 aka First American Credco Inc, ASAP Auto
22 Inc, Auto Loan/Car Loan LLC, CAI
23 LP/Conn's, Bank of America NA, Capital One
24 Bank NA, First Premier Bank, First
25 National Credit Card Center Inc, Flatiron
26 Financial Services, Spherion Newco Inc,
27 Defendant

Case No.: _____

FCRA COMPLAINT

28
29 Upon information and belief, and in good faith, Plaintiff,
30 Charis L. Kelley alleges as follows.
31

32 **PRELIMINARY STATEMENT**

- 1
- 2 1. Plaintiff brings this action for damages based upon
- 3 Defendants' violation of the Fair Credit Reporting Act
- 4 ("FCRA") 15 U.S.C. 1681 et seq. and the Federal Debt
- 5 Collections Practices ACT ("FDCPA") 604 sections Plaintiff
- 6 seeks an award of statutory damages, actual damages, punitive
- 7 damages, and costs.
- 8

9 **JURISDICTION**

10

- 11 2. The jurisdiction of this court is conferred by 15 U.S.C.,
- 12 1681(p) and 28 U.S.C. 1331. Venue lies in Harris County in the
- 13 U.S. District Court, Southern District of Texas-Houston.
- 14

15 **PARTIES**

16

- 17 3. Plaintiff Larry Davis Jr. (hereafter "I" or "Plaintiff") is a
- 18 resident of Houston Texas. Plaintiff is a "Consumer" as
- 19 defined by FCRA 1681(a) of the FCRA.
- 20 4. Upon information and belief, Defendant Trans Union LLC
- 21 (hereafter "Trans Union") is both a "person" as defined by
- 22 FCRA 1681(a) and a "consumer reporting agency" as defined by
- 23 FCRA 1681a(f). Trans Union is authorized to do business in the
- 24 State of Texas, with it principle place of business located at
- 25 555 West Adams, Chicago Illinois 60661.
- 26 5. Upon information and belief, Defendant Experian Information
- 27 Solutions (hereafter "Experian") is both a "person" as defined
- 28 by FCRA 1681(a) and a consumer reporting agency as defined by
- 29 FCRA 1681a(f). Experian is authorized to do business in the
- 30 State of Texas, with its principle place of business located
- 31 at 475 Anton Blvd. Costa Mesa, CA 92626
- 32

- 1 6. Upon information and belief, Defendant Equifax Information
2 Services LLC (hereafter "Equifax") is both a "person" as
3 defined by FCRA 1681(a) and a consumer reporting agency as
4 defined by FCRA 1681a (f). Equifax is authorized to do
5 business in the State of Texas, with its principle place of
6 business located at 1550 Peachtree St. NW Atlanta, Georgia
7 30309.
- 8 7. Upon information and belief, Defendant Firstsource Advantage
9 LLC; is a "debt collector" as defined by FDCPA 1692a(6), a
10 "person" as defined by FCRA 1681a(b), a "reseller" as defined
11 by FCRA 1681a(u) and is a "furnisher" of information as
12 contemplated by FCRA 1681s-2(a)&(b), who regularly and in the
13 ordinary course of business furnishes information to one or
14 more consumer reporting agencies about consumer transactions
15 or experiences with any consumer.
- 16 8. Upon information and belief, Defendant Cavalry Investments
17 LLC; is a "debt collector" as defined by FDCPA 1692a(6), a
18 "person" as defined by FCRA 1681a(b), a "reseller" as defined
19 by FCRA 1681a(u) and is a "furnisher" of information as
20 contemplated by FCRA 1681s-2(a)&(b), who regularly and in the
21 ordinary course of business furnishes information to one or
22 more consumer reporting agencies about consumer transactions
23 or experiences with any consumer.
- 24 9. Upon information and belief, Defendant Cavalry Portfolio
25 Services LLC; is a "debt collector" as defined by FDCPA
26 1692a(6), a "person" as defined by FCRA 1681a(b), a "reseller"
27 as defined by FCRA 1681a(u) and is a "furnisher" of
28 information as contemplated by FCRA 1681s-2(a)&(b), who
29 information as contemplated by FCRA 1681s-2(a)&(b), who
30 information as contemplated by FCRA 1681s-2(a)&(b), who
31 information as contemplated by FCRA 1681s-2(a)&(b), who
32 information as contemplated by FCRA 1681s-2(a)&(b), who

1 regularly and in the ordinary course of business furnishes
2 information to one or more consumer reporting agencies about
3 consumer transactions or experiences with any consumer.
4

5 10. Upon information and belief, Defendant Encore Receivable
6 Management Inc; is a "debt collector" as defined by FDCPA
7 1692a(6), a "person" as defined by FCRA 1681a(b), a "reseller"
8 as defined by FCRA 1681a(u) and is a "furnisher" of
9 information as contemplated by FCRA 1681s-2(a)&(b), who
10 regularly and in the ordinary course of business furnishes
11 information to one or more consumer reporting agencies about
12 consumer transactions or experiences with any consumer.
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14 11. Upon information and belief, Defendant Collect America LTD; is
15 a "debt collector" as defined by FDCPA 1692a(6), a "person" as
16 defined by FCRA 1681a(b), a "reseller" as defined by FCRA
17 1681a(u) and is a "furnisher" of information as contemplated
18 by FCRA 1681s-2(a)&(b), who regularly and in the ordinary
19 course of business furnishes information to one or more
20 consumer reporting agencies about consumer transactions or
21 experiences with any consumer.
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23 12. Upon information and belief, Defendant Professional Bureau of
24 Collections; is a "debt collector" as defined by FDCPA
25 1692a(6), a "person" as defined by FCRA 1681a(b), a "reseller"
26 as defined by FCRA 1681a(u) and is a "furnisher" of
27 information as contemplated by FCRA 1681s-2(a)&(b), who
28 regularly and in the ordinary course of business furnishes
29 information to one or more consumer reporting agencies about
30 consumer transactions or experiences with any consumer.
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- 1 13. Upon information and belief, Defendant Drive Financial
2 Services LP; is a "debt collector" as defined by FDCPA
3 1692a(6), a "person" as defined by FCRA 1681a(b), a "reseller"
4 as defined by FCRA 1681a(u) and is a "furnisher" of
5 information as contemplated by FCRA 1681s-2(a)&(b), who
6 regularly and in the ordinary course of business furnishes
7 information to one or more consumer reporting agencies about
8 consumer transactions or experiences with any consumer.
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- 10 14. Upon information and belief, Defendant NCO Financial Systems
11 Inc; is a "debt collector" as defined by FDCPA 1692a(6), a
12 "person" as defined by FCRA 1681a(b), a "reseller" as defined
13 by FCRA 1681a(u) and is a "furnisher" of information as
14 contemplated by FCRA 1681s-2(a)&(b), who regularly and in the
15 ordinary course of business furnishes information to one or
16 more consumer reporting agencies about consumer transactions
17 or experiences with any consumer.
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- 19 15. Upon information and belief, Defendant Credco IMS aka First
20 American Credco; is a "debt collector" as defined by FDCPA
21 1692a(6), a "person" as defined by FCRA 1681a(b), a "reseller"
22 as defined by FCRA 1681a(u) and is a "furnisher" of
23 information as contemplated by FCRA 1681s-2(a)&(b), who
24 regularly and in the ordinary course of business furnishes
25 information to one or more consumer reporting agencies about
26 consumer transactions or experiences with any consumer.
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- 28 16. Upon information and belief, Defendant ASAP Auto Inc, is a
29 "furnisher" of information as contemplated by FCRA 1681s -
30 2(a)&(b), who regularly and in the ordinary course of business
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1 furnishes information to one or more consumer reporting
2 agencies about consumer transactions or experiences with any
3 consumer.

4 17. Upon information and belief, Defendant Auto Loan/Car Loan Inc,
5 is a "furnisher" of information as contemplated by FCRA 1681s
6 - 2(a)&(b), who regularly and in the ordinary course of
7 business furnishes information to one or more consumer
8 reporting agencies about consumer transactions or experiences
9 with any consumer.

10 18. Upon information and belief, Defendant CAL LP/Conn's, is a
11 "furnisher" of information as contemplated by FCRA 1681s -
12 2(a)&(b), who regularly and in the ordinary course of business
13 furnishes information to one or more consumer reporting
14 agencies about consumer transactions or experiences with any
15 consumer.

16 19. Upon information and belief, Defendant Bank of America NA, is
17 a "furnisher" of information as contemplated by FCRA 1681s -
18 2(a)&(b), who regularly and in the ordinary course of business
19 furnishes information to one or more consumer reporting
20 agencies about consumer transactions or experiences with any
21 consumer.

22 20. Upon information and belief, Defendant Capital One Bank, is a
23 "furnisher" of information as contemplated by FCRA 1681s -
24 2(a)&(b), who regularly and in the ordinary course of business
25 furnishes information to one or more consumer reporting
26 agencies about consumer transactions or experiences with any
27 consumer.

28 21. Upon information and belief, Defendant First Premier Bank, is
29 a "furnisher" of information as contemplated by FCRA 1681s -
30 2(a)&(b), who regularly and in the ordinary course of business
31 furnishes information to one or more consumer reporting
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1 agencies about consumer transactions or experiences with any
2 consumer.

3 22. Upon information and belief, Defendant First National Credit
4 Card Center Inc, is a "furnisher" of information as
5 contemplated by FCRA 1681s - 2(a)&(b), who regularly and in
6 the ordinary course of business furnishes information to one
7 or more consumer reporting agencies about consumer
8 transactions or experiences with any consumer.

9 23. Upon information and belief, Defendant Flatiron Financial
10 Services, is a "furnisher" of information as contemplated by
11 FCRA 1681s - 2(a)&(b), who regularly and in the ordinary
12 course of business furnishes information to one or more
13 consumer reporting agencies about consumer transactions or
14 experiences with any consumer.

15 24. Upon information and belief, Defendant Spherion Newco Inc, is
16 a "furnisher" of information as contemplated by FCRA 1681s -
17 2(a)&(b), who regularly and in the ordinary course of business
18 furnishes information to one or more consumer reporting
19 agencies about consumer transactions or experiences with any
20 consumer.

21 25. Upon information and belief, Defendant Direct Financial
22 Solution, is a "furnisher" of information as contemplated by
23 FCRA 1681s - 2(a)&(b), who regularly and in the ordinary
24 course of business furnishes information to one or more
25 consumer reporting agencies about consumer transactions or
26 experiences with any consumer.

27 28 **FACTUAL ALLEGATIONS**

29
30 Plaintiff has requested and received copies of his credit
31 report and each Defendant listed in Plaintiff's Complaint is
32 reporting erroneous, adverse, inaccurate, incorrect, fraudulent,

1 and incomplete data regarding Plaintiff's Name, Residents,
2 Employments, Credit Worthiness, Financial Transactions and
3 Business Relationships to potential creditors which has in part
4 caused Plaintiff to be denied credit.

5
6 **CAUSES OF ACTION**
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- 8 1. Plaintiff repeats, alleges, asserts/reasserts and
9 incorporates by reference the foregoing paragraphs.
- 10 2. Trans Union; continues to add, store, maintain and disseminate
11 personal credit information, in consumer reports it prepares and
12 issues about Plaintiff which in part is inaccurate, false,
13 erroneous, misleading and adverse despite notice from Plaintiff
14 and subscribers that such information is inaccurate.
- 15 3. Trans Union; continues to withhold, and/or intentionally,
16 maliciously, and negligently not report positive credit
17 information that it previously reported resulting in defamation
18 and causing financial injury.
- 19 4. Trans Union; willfully, and negligently reinserted removed items
20 on Plaintiff's consumer credit report without notifying Plaintiff
21 in writing within 5 business days in violation of FCRA
22 (A) (5) (B) (ii).
- 23 5. Trans Union; continues to willfully, maliciously, and negligently
24 violate FCRA 1681e (b), on multiple occasions.
- 25 6. AS a result of Trans Union's actions, Plaintiff has been damaged.
- 26 7. Pursuant to FCRA 1681o, any person who is negligent in failing to
27 comply with any requirement imposed under the FCRA with respect
28 to any consumer is liable to that consumer in an amount equal to
29 the sum of (1) any actual damages sustained by the consumer as a
30 result of the failure and (2) in the case of any successful
31 action to enforce any liability under 15 U.S.C. 1681o, the costs
32 of the action together with reasonable attorney's fees.

8. Trans Union; failed to conduct a reasonable investigation of Plaintiff's disputes and otherwise failed to comport with FCRA 1681i.

9. Trans Union; failed to adopt and follow reasonable procedures to assure maximum possible accuracy of Plaintiff's consumer credit and other personal information as required by FCRA which it complied, used and manipulated in order to prepare consumer credit reports, credit scores, risk factors, denial codes and other economic and predictions data evaluations.

10. As a result of Trans Union's negligent failure to comply with the FCRA, it is liable to Plaintiff in the amount equal to sum of (1) any actual damages sustained by Plaintiff as a result of said failure and (2) the costs of this action together with reasonable attorney's fees.

11. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum (1) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100.00 and not more than \$1,000.00 (2) such amount of punitive damages as the court may allow, and (3) in the case of any successful action to enforce any liability under 15 U.S.C. 1681n, the costs of the action together with reasonable attorney's fees.

12. Experian, continues to add, store, maintain and disseminate personal credit information, in consumer reports it prepares and issues about Plaintiff which in part, is inaccurate, false, erroneous, misleading and adverse despite notice from Plaintiff and subscribers that such information is inaccurate.

13. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) any actual damages sustained by the consumer as a

1 result of the failure and (2) in the case of any successful
2 action to enforce any liability under 15 U.S.C. 1681o, the costs
3 of the action together with reasonable attorney's fees.

4 14. Experian; failed to conduct a reasonable investigation of
5 Plaintiff's disputes and otherwise failed to comport with FCRA
6 1681i.

7 15. Experian; failed to adopt and follow reasonable procedures to
8 assure maximum possible accuracy of Plaintiff's consumer credit
9 and other personal information as required by FCRA which it
10 complied, used and manipulated in order to prepare consumer
11 credit reports, credit scores, risk factors, denial codes and
12 other economic and predictions data evaluations.

13 16. As a result of Experian's negligent failure to comply with the
14 FCRA, it is liable to Plaintiff in the amount equal to sum of (1)
15 any actual damages sustained by Plaintiff as a result of said
16 failure and (2) the costs of this action together with reasonable
17 attorney's fees.

18 17. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to
19 comply with any requirement imposed under the FCRA with respect
20 to any consumer is liable to that consumer in and amount equal to
21 the sum(1) any actual damages sustained by the consumer as a
22 result of the failure or damages of not less than \$100.00 and not
23 more than \$1,000.00 (2) such amount of punitive damages as the
24 court may allow, and (3) in the case of any successful action to
25 enforce any liability under 15 U.S.C. 1681n, the costs of the
26 action together with reasonable attorney's fees.

27 18. Equifax; continues to add, store, maintain and disseminate
28 personal credit information, in consumer reports it prepares and
29 issues about Plaintiff which in part, is inaccurate, false,
30 erroneous, misleading and adverse despite notice from Plaintiff
31 and subscribers that such information is inaccurate.

19. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the costs of the action together with reasonable attorney's fees.

20. Equifax; failed to conduct a reasonable investigation of Plaintiff's disputes and otherwise failed to comport with FCRA 1681i.

21. Equifax; failed to adopt and follow reasonable procedures to assure maximum possible accuracy of Plaintiff's consumer credit and other personal information as required by FCRA which it complied, used and manipulated in order to prepare consumer credit reports, credit scores, risk factors, denial codes and other economic and predictions data evaluations.

22. As a result of Equifax's negligent failure to comply with the FCRA, it is liable to Plaintiff in the amount equal to sum of (1) any actual damages sustained by Plaintiff as a result of said failure and (2) the costs of this action together with reasonable attorney's fees.

23. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in and amount equal to the sum(1) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100.00 and not more than \$1,000.00 (2) such amount of punitive damages as the court may allow, and (3) in the case of any successful action to enforce any liability under 15 U.S.C. 1681n, the costs of the action together with reasonable attorney's fees.

24. Firstsource Advantage LLC; willfully and negligently obtain Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
25. Firstsource Advantange LLC; willfully and negligently failed to validate Plaintiffs' allege debt and continue to report to Credit Bureau in violation of FDCPA section 809(b).
26. Firstsource Advantage LLC; willfully and negligently "Re age" fraudulent account by updating date of last activity on Plaintiff's credit report in hopes of keeping negative information on an account longer in violation of FCRA 605(c).
27. Cavalry Investments LLC; willfully and negligently obtain Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
28. Cavalry Investments LLC; willfully and negligently failed to validate Plaintiffs' allege debt and continue to report to Credit Bureau in violation of FDCPA section 809(b).
29. Cavalry Investments LLC; willfully and negligently "Re age" fraudulent account by updating date of last activity on Plaintiff's credit report in hopes of keeping negative information on an account longer in violation of FCRA 605(c).
30. Cavalry Portfolio Services LLC; willfully and negligently obtain Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
31. Cavalry Portfolio Services LLC; willfully and negligently failed to validate Plaintiffs' allege debt and continue to report to Credit Bureau in violation of FDCPA section 809(b).
32. Cavalry Portfolio Services LLC; willfully and negligently "Re age" fraudulent account by updating date of last activity on Plaintiff's credit report in hopes of keeping negative information on an account longer in violation of FCRA 605(c).

- 1 33. Encore Receivable Management Inc; willfully and negligently
2 obtain Plaintiff's credit report without Plaintiff's permission
3 in violation of FCRA 604 and sections 1681b (a) (3) (F).
- 4 34. Encore Receivable Management Inc; willfully and negligently
5 failed to validate Plaintiffs' allege debt and continue to report
6 to Credit Bureau in violation of FDCPA section 809(b).
- 7 35. Encore Receivable Management Inc; willfully and negligently "Re
8 age" fraudulent account by updating date of last activity on
9 Plaintiff's credit report in hopes of keeping negative
10 information on an account longer in violation of FCRA 605(c).
- 11 36. Collect America LTD; willfully and negligently obtain Plaintiff's
12 credit report without Plaintiff's permission in violation of FCRA
13 604 and sections 1681b (a) (3) (F).
- 14 37. Collect America LTD; willfully and negligently failed to validate
15 Plaintiffs' allege debt and continue to report to Credit Bureau
16 in violation of FDCPA section 809(b).
- 17 38. Collect America LTD; willfully and negligently "Re age"
18 fraudulent account by updating date of last activity on
19 Plaintiff's credit report in hopes of keeping negative
20 information on an account longer in violation of FCRA 605(c).
- 21 39. Professional Bureau of Collections Inc; willfully and negligently
22 obtain Plaintiff's credit report without Plaintiff's permission
23 in violation of FCRA 604 and sections 1681b (a) (3) (F).
- 24 40. Professional Bureau of Collections Inc; willfully and negligently
25 failed to validate Plaintiffs' allege debt and continue to report
26 to Credit Bureau in violation of FDCPA section 809(b).
- 27 41. Professional Bureau of Collections Inc; willfully and negligently
28 "Re age" fraudulent account by updating date of last activity on
29 Plaintiff's credit report in hopes of keeping negative
30 information on an account longer in violation of FCRA 605(c).
- 31
32

- 1 42. Drive Financial Services LP; willfully and negligently obtain
2 Plaintiff's credit report without Plaintiff's permission in
3 violation of FCRA 604 and sections 1681b (a) (3) (F).
- 4 43. Drive Financial Services LP; willfully and negligently failed to
5 validate Plaintiffs' allege debt and continue to report to Credit
6 Bureau in violation of FDCPA section 809(b).
- 7 44. Drive Financial Services LP; willfully and negligently "Re age"
8 fraudulent account by updating date of last activity on
9 Plaintiff's credit report in hopes of keeping negative
10 information on an account longer in violation of FCRA 605(c).
- 11 45. NCO Financial Systems Inc; willfully and negligently obtain
12 Plaintiff's credit report without Plaintiff's permission in
13 violation of FCRA 604 and sections 1681b (a) (3) (F).
- 14 46. NCO Financial Systems Inc; willfully and negligently failed to
15 validate Plaintiffs' allege debt and continue to report to Credit
16 Bureau in violation of FDCPA section 809(b).
- 17 47. NCO Financial Systems Inc; willfully and negligently "Re age"
18 fraudulent account by updating date of last activity on
19 Plaintiff's credit report in hopes of keeping negative
20 information on an account longer in violation of FCRA 605(c).
- 21 48. Credco IMS aka First American Credco; willfully and negligently
22 obtain Plaintiff's credit report without Plaintiff's permission
23 in violation of FCRA 604 and sections 1681b (a) (3) (F).
- 24 49. ASAP Auto Inc; willfully and negligently obtain Plaintiff's
25 credit report without Plaintiff's permission in violation of FCRA
26 604 and sections 1681b (a) (3) (F).
- 27 50. Auto Loan/Car Loan Inc; willfully and negligently obtain
28 Plaintiff's credit report without Plaintiff's permission in
29 violation of FCRA 604 and sections 1681b (a) (3) (F).
- 30 51. CAL LP/Conn's; willfully and negligently obtain Plaintiff's
31 credit report without Plaintiff's permission in violation of FCRA
32 604 and sections 1681b (a) (3) (F).

52. Bank of America NA; willfully and negligently obtain Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
53. Capital One Bank; willfully and negligently obtain Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
54. First Premier Bank; willfully and negligently obtain Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
55. First National Credit Card Center Inc; willfully and negligently obtain Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
56. Flatiron Financial Servics; willfully and negligently obtain Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
57. Spherion Newco Inc; willfully and negligently obtain Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
58. Direct Financial Solution; willfully and negligently obtain Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues so triable.

PRAYER FOR RELIEF

Wherefore, Plaintiff requests that judgment be entered against Defendants for:

- a.) Actual damages in an amount to be shown at trial;

- b.) Statutory damages pursuant to FCRA 1681n;
- c.) Punitive damages pursuant to FCRA 1681n;
- d.) Temporary and permanent injunctive relief restraining Defendants from further reporting of inaccurate and erroneous adverse information regarding Plaintiff's consumer credit information;
- e.) Costs and reasonable attorney's fees; and
- f.) Such other relief as may be just and proper.

May 4, 2009

Charis Kelly
Charis Kelly
Plaintiff

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